

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5513767

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| LUKE WILLIAM BINGLEMAN | 03/26/2019 |
| THOMAS W. HOLBROOK | 03/25/2019 |
| SUDEEP MOHAN | 05/03/2019 |
| ERIC LITTLE | 05/03/2019 |
| NIGEL GEOFFREY TAYLOR | 03/26/2019 |
| COLIN PAUL JANSSEN | 03/14/2019 |
| RECEIVING PARTY DATA | |
| Name: | AVIGILON CORPORATION |
| Street Address: | BOX 378, #101-1001 WEST BROADWAY |
| City: | VANCOUVER |
| State/Country: | BRITISH COLUMBIA |
| Postal Code: | V6H 4E4 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16100037 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 6046295182 |
| Email: | patent@avigilon.com |
| Correspondent Name: | DANIEL HAMMOND |
| Address Line 1: | BOX 378, #101-1001 WEST BROADWAY |
| Address Line 4: | VANCOUVER, BRITISH COLUMBIA V6H 4E4 |
| ATTORNEY DOCKET NUMBER: | P2017130U-US1 |
| NAME OF SUBMITTER: | DANIEL A. HAMMOND |
| SIGNATURE: | /Daniel A. Hammond/ |
| DATE SIGNED: | 05/08/2019 |
| Total Attachments: 8 | |

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INVENTION ASSIGNMENT FOR JOINT INVENTORS

WHEREAS, we, **Luke William Bingleman**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4; **Thomas W. Holbrook**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4; **Colin Paul Janssen**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4; **Eric Little**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4; **Sudeep Mohan**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4; and **Nigel Geoffrey Taylor**, whose mailing address is at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4, (each an "**Inventor**") have jointly invented an invention (the "**Invention**"), which is described in the following patent applications:

U.S. Provisional Patent Application No. 62/515,438, entitled: **SPHERICAL CAMERA**, filed June 5, 2017;

U.S. Provisional Patent Application No. 62/515,460, entitled: **SPHERICAL CAMERA**, filed June 5, 2017;

U.S. Patent Application No. 16/100,037, entitled: **SPHERICAL CAMERA**, filed August, 9 2018; and

PCT Patent Application No. PCT/CA2018/050674, entitled: **SPHERICAL CAMERA**, filed on June 5, 2018.

WHEREAS, Avigilon Corporation (the "**Assignee**"), having a mailing address at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4, is desirous of confirming that the Assignee has acquired and has had assigned to it, and by way of further assurances is desirous of acquiring and having assigned to it, the full right, title, and interest in, to and associated with the Invention and in and to any and all letters patent that might be granted for the Invention or any part of the Invention in any and all countries and jurisdictions; and 1)

WHEREAS each of the Inventors has agreed to make that assignment and give those assurances.

NOW, THEREFORE, in consideration of the foregoing premises and the sum of one dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Inventor), EACH OF THE INVENTORS HEREBY COVENANTS AND AGREES WITH THE ASSIGNEE AS FOLLOWS:

1. Each of the Inventors hereby confirms that he/she has unconditionally and irrevocably sold, assigned, and transferred absolutely, and by way of further assurances does hereby unconditionally and irrevocably sell, assign, and transfer absolutely, to the Assignee their full and exclusive right, title, and interest in, to and associated with: (a) the Invention worldwide; (b) any and all applications for patents and registrations (including utility patents, design patents and industrial design registrations) for the Invention or any part of the Invention in any and all countries and jurisdictions and under any and all conventions and treaties, including the right to claim for each of those applications any priority rights to which the applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof; (c) all letters patent and issued registrations (including letters patent for utility patents and design patents and issued registrations for industrial design registrations) that may be granted therefore in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions thereof (collectively the "**Letters Patent**"), and (d) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under any and all of the foregoing and to receive any and all remedies that arise therefrom, to the end of the term for which the Letters Patent may be granted, as fully and entirely as the same would have been held by each of the Inventors had this Assignment not been made.
2. Each of the Inventors hereby authorizes and requests the patent offices in any and all countries and jurisdictions to issue any and all of the Letters Patent, when granted, to the Assignee.
3. Each of the Inventors hereby agrees that he/she will communicate to the Assignee or the Assignee's representatives any facts known to him/her respecting the Invention, and will testify in any and all legal proceeding, sign any and all lawful papers, execute any and all papers relating to any and all applications for Letters Patent (including all divisionals, continuations, continuations-in-part, extensions, renewals, provisionals, non-provisionals or substitutes thereof) and the Letters Patent (including any renewal, re-examination, extension,


and reissue of the Letters Patent), execute any and all necessary assignment papers to cause any and all of the Letters Patent to be issued to the Assignee, make any and all rightful oaths, and generally do everything possible to aid the Assignee, and the Assignee's successors and assigns, to obtain and enforce proper protection for the Invention and the Letters Patent in any and all countries and jurisdictions.

4. Each of the Inventors hereby authorizes Daniel Hammond, or any other person as the Assignee may designate in the Assignee's absolute and unfettered discretion, to correct errors in this Assignment or to insert in this Assignment any further identification or other information (including details of the patent applications) necessary or desirable to make this Assignment suitable for use or recordal in any country or jurisdiction.
5. Each of the Inventors represents and warrants as follows: (a) the Inventors are the only inventors of the Invention; (b) except for prior transfers and assignments to the Assignee, he/she has not otherwise assigned, transferred, licensed or otherwise encumbered any right, title or interest in, to or associated with the Invention or any related applications for patents or registrations or any of the Letters Patent; (c) the terms of this Assignment are fair and reasonable; (d) the Assignee has recommended that the Inventor obtains the advice and assistance of independent legal and financial advisors respecting this Assignment before the Inventor executes and delivers this Assignment, and the Assignee has provided sufficient time and opportunity for the Inventor to do so.
6. This Assignment may be executed in one or more counterparts, each of which may be delivered by electronic format, and each executed and delivered counterpart will be deemed an original and all counterparts will together constitute one and the same document, and the date of each of the signatures will be deemed the date first above mentioned. If some but not all of the Inventors execute this Assignment, then this Assignment will form a binding agreement between the Assignee and each Inventor who has executed this Assignment.
7. In this Assignment, (a) a reference to "**this Assignment**" and other similar terms refers to this Assignment as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Assignment or any of its provisions; (c) words importing the singular number only include the plural, and vice versa; (d) "**person**" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society and any

other legal entity; and (e) **"including"** or **"includes"** means including or includes, as applicable, without limitation or restriction.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]


IN WITNESS WHEREOF **Luke William Bingleman** has signed, sealed and delivered this Assignment.



Inventor Signature (SEAL)

WITNESS FOR **Luke William Bingleman**:

On this 26 day of March, 2019, **Luke William Bingleman**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

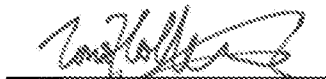


Witness Signature

Name: Susan Pen

Address: Box 378 #101-1001 W. Broadway
Vancouver, BC V6H 4E4


IN WITNESS WHEREOF **Thomas W. Holbrook** has signed, sealed and delivered this Assignment.



Inventor Signature (SEAL)

WITNESS FOR **Thomas W. Holbrook**:

On this 25 day of March, 2019, **Thomas W. Holbrook**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.



Witness Signature

Name: Susan Pen

Address: Box 378 #101-1001 W. Broadway
Vancouver, BC V6H 4E4

IN WITNESS WHEREOF **Sudeep Mohan** has signed, sealed and delivered this Assignment.

Inventor Signature (SEAL)

WITNESS FOR **Sudeep Mohan**:


On this _____ day of _____, 20____, **Sudeep Mohan**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Witness Signature

Name: _____

Address: _____

IN WITNESS WHEREOF **Eric Little** has signed, sealed and delivered this Assignment.

_____
Inventor Signature (SEAL)

WITNESS FOR **Eric Little**:

On this 3rd day of May, 2019, **Eric Little**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

_____
Witness Signature

Name: Peter Sherwood

Address: 3120 KINGS AVE, VANCOUVER

IN WITNESS WHEREOF **Sudeep Mohan** has signed, sealed and delivered this Assignment.

Sudeep Mohan (SEAL)
Inventor Signature

WITNESS FOR **Sudeep Mohan**:

On this 03rd day of May, 2019, **Sudeep Mohan**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Mark
Witness Signature

Name: Mark K. K. K.

Address: 18020, 68 Ave Surrey, BC, Canada

IN WITNESS WHEREOF **Eric Little** has signed, sealed and delivered this Assignment.

Inventor Signature (SEAL)

WITNESS FOR **Eric Little**:

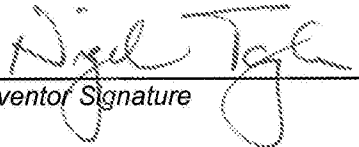
On this ____ day of _____, 20____, **Eric Little**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Witness Signature

Name: _____

Address: _____


IN WITNESS WHEREOF **Nigel Geoffrey Taylor** has signed, sealed and delivered this Assignment.



Inventor Signature (SEAL)

WITNESS FOR **Nigel Geoffrey Taylor** :

On this 26 day of March, 2019, **Nigel Geoffrey Taylor**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

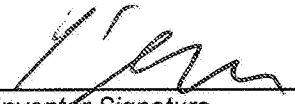


Witness Signature

Name: Susan Pan

Address: Box 378 #101-1001 W. Broadway
Vancouver, BC V6H 4E4

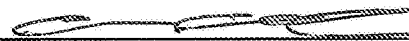
IN WITNESS WHEREOF **Colin Paul Janssen** has signed, sealed and delivered this Assignment.



Inventor Signature (SEAL)

WITNESS FOR **Colin Paul Janssen**:

On this 14 day of March, 2019, **Colin Paul Janssen**, who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.



Witness Signature

Name: Cormac Eubanks

Address: 79 Fair Oaks St. San Francisco, CA 94110